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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11
: :
General Motors Corp., *et al.*, : Case No. 09-50026 (REG)
: :
: (Jointly Administered)
Debtors. :
-----X

OBJECTION OF QUADION CORP. TO THE DEBTORS' SALE MOTION [DOCKET NO. 92] WITH RESPECT TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND CURE AMOUNTS RELATED THERETO

Quadion Corp. ("Quadion")¹, by and through its undersigned counsel, hereby submits its Contract Objection (as defined in that certain Sale Procedures Order entered on June 2, 2009 [Docket No. 274])² to the Debtors' proposed assumption and assignment of any Assumable Executory Contracts between Quadion and the Debtors (the "Quadion Contract"), and in support

¹ The Debtors have identified Quadion as having a Vendor ID of 006477244.

² Capitalized terms not defined herein shall have the meanings ascribed to them in this Court's June 2, 2009 Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (I) Approving Procedures For Sale Of Debtors' Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice(the "Sale Procedures Order") [Docket No. 274].

thereof, respectfully states as follows:

Background

1. On June 1, 2009, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York.

2. The Debtors and Vehicle Acquisition Holdings LLC (the “Purchaser”), a Delaware limited liability company sponsored by the United States Department of Treasury, have entered into a Master Sale and Purchase Agreement which contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets.

3. On June 1, 2009, the Debtors filed a Motion seeking (a) authority to sell substantially all of the Debtors’ assets free and clear of liens, claims, interests and encumbrances to Purchaser, (b) approval of Sale Procedures governing the sale process, (c) authority to assume and assign certain executory contracts and unexpired leases to Purchaser, (d) approval of a certain settlement between the Debtors and their labor unions, and (e) a schedule for a final hearing on the Motion and the relief requested therein.

4. On June 2, 2009, the Court entered the Sale Procedures Order approving the Assumption and Assignment Procedures which, in summary, set forth procedures with respect to the Debtors’ proposed assumption of Assumable Executory Contracts and the assignment of those contracts to Purchaser as well as a process by which disputes regarding amounts necessary to cure defaults under the Assumable Executory Contracts (each a “Cure Amount” and collectively, the “Cure Amounts”) are to be resolved.

5. The Sale Procedure Order did not include, as an exhibit, a schedule of executory contracts and unexpired leases but rather directs non-debtor parties to Assumable Executory Contracts, upon receiving an Assumption and Assignment Notice, to visit a secure website maintained by the Debtors (the “Contract Website”) with information regarding the Debtors’ proposed Cure Amounts.

The Assumption and Assignment Notice

6. Pursuant to the Sale Procedures, the Debtors were to serve the Assumption and Assignment Notice upon non-debtor parties to Assumable Executory Contracts no later than June 5, 2009, and Contract Objections were to be filed within ten days thereof, or June 15, 2009. That being said, **Quadion did not receive its Assumption and Assignment Notice until June 16, 2009.** Indeed, when Quadion called the Supplier Information Call Center (the “Call Center”) established by the Debtors and asked how Quadion was supposed to timely object to a notice that it had just received, the Call Center acknowledged that the Assumption and Assignment Notice was sent to Quadion on June 15, 2009 (recorded by the Call Center as Issue No. 2009-5671). In this case, Quadion did not receive the Assumption and Assignment Notice until June 16, 2009 – after the expiry of the Debtors’ proposed objection deadline and, accordingly, justice requires that such deadline be extended with respect to the instant Objection and that this Objection be deemed timely filed.

Objection

7. According to the Contract Website, the Cure Amount with respect to the Quadion Contract is scheduled as \$134,817.77. Quadion hereby objects to the Motion and the assumption and assignment of the Quadion Contract on the basis that the actual amount that must be paid by the Debtors to cure all prepetition defaults under the Quadion Contract as of the Commencement

Date in accordance with section 365(b) of the Bankruptcy Code is **\$272,918.55** (the “Actual Cure Costs”).³ A spreadsheet identifying unpaid invoices in addition to those already identified by the Debtors on the Contract Website is attached hereto as Exhibit A. While Quadion does not object to the assumption of the Quadion Contract, the contract cannot be assumed and assigned without a complete cure of all arrearages. “Section 365(b) of the executory contracts section of the [Bankruptcy] Code requires a debtor to cure prepetition defaults as a precondition of assuming an executory contract.” In re Stolz, 315 F.3d 80, 86 (2nd Cir. 2002).

8. Quadion reserves the right (i) to amend, supplement, or otherwise modify this Objection and all attachments hereto as necessary or proper, and (ii) to raise such other and further objections to any proposed assumption and assignment, and/or the Cure Costs, with respect to the proposed assumption and assignment of the Quadion Contract.

WHEREFORE, Quadion respectfully requests that the Court require the Debtors to pay Quadion the Actual Cure Costs in full as a condition to the assumption and assignment of the Quadion Contract and grant such other and further relief as the Court may deem proper.

Respectfully submitted,

Dated: June 19, 2009

Quadion Corp.

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By: /s/ Matthew A. Swanson
One of its attorneys

³ Since receiving the Assumption and Assignment Notice, Quadion has communicated with the Debtors in an effort to reconcile the cure claims due under the Quadion Contract and Quadion fully intends to work with the Debtors to consensually resolve any discrepancies in accordance with the procedures set forth in the Sale Procedures Order.

EXHIBIT A

GM EXCEPTION TO CONTRACT
 PRE-FILING INVOICES NOT ON CONTRACT LIST

work in progress
 UPDATED AS OF 6/18/2009

Acct#	Invoice Date	Invoice Number	Pack Slip Number	SID Number	PO #	quantity	part number	our DM/CM	notes
21896	2009.02.11	1297404	599135		700378 - 00010	130.40			5/26/09 POD emailed to Karthik/Nagesh; they forwarded it to Jennifer Maisel
21896	2009.04.28	1304465	606225		700380 - 00010	547.69			
21896	2009.04.28	1304466	606226		700378 - 00040	349.44			
21896	2009.04.29	1304628	606369		700380 - 00010	547.69			
21896	2009.04.30	1304792	606511		700380 - 00010	547.69			
21896	2009.05.01	1304966	606684		700380 - 00010	547.69			
21896	2009.05.04	1305092	606890		700380 - 00010	547.69			
21896	2009.04.06	1302570				138.00		61302570	5/26/09 only one line of shipment paid
16524	2007.02.26	169085	99783		PX3TY 000	750.00			samples
16524	2007.04.23	170622	101333		N2M00 0024	2,100.00			tool 10% 3/18/09 remailed copy; 4/10/09 rejected, forward to Thad/Mary
16524	2007.05.21	171415	102160		PX5PL	131.20			samples
16524	2007.05.21	171416	102163		PX5PH	512.46			samples
16524	2007.05.21	171417	102141		PX5PD 000	4,240.00			tool 2/16/09 remailed copy
16524	2007.05.07	171458	102214		PX5PH	1,450.00			samples
16524		171025				798.00		61171025	samples
16524	2008.11.04					96.90		61008252	unknown
16524	2008.11.04					(98.43)		61308253	unknown
16524	2008.11.04					(96.90)		61475040	unknown
16524	2008.11.04					(96.90)		61475138	unknown
16524	2008.12.05	1291652	593419		N2M00027	80,622.00			tooling - MX: 6/15/09 remailed w/approvals
16524	2009.02.11	1297381	599212		N2M00027	11,944.00			tooling - MX: 6/15/09 remailed w/approvals
16524	2008.11.13	1289382				824.20		61289382	samples 4/13/09 to Arali Lopez
16586	2008.08.29	1280633	582222		GM 43757	193.80			3/16/09 to Sherri Pitt @ Landaal
21476								70023059	1/7/09 reject deduction for RMA 23059
25538	2007.12.05	1249116	550421		0004W0004	1,676.25			3/26/09 to Steve Paule
25538		1257257				2,129.00		21257257	4/2/08 freight deduction in error 6/5/09 Arali
25538		1266949				(91.00)		61266949	
25538		1269414				1,676.25		61269414	quantity not paid 6/26/09 to Steve Paule
25538	2008.08.08	1278031	579555		N2M0002F	112.90			4/22/09 to Kerrie Szymanski - scheduled to pay
25538	2008.08.08	1278032	579558		N2M0002F	112.90			4/22/09 to Kerrie Szymanski - scheduled to pay
25538	2008.08.08	1278033	579561		N2M0002F	112.90			4/22/09 to Kerrie Szymanski - scheduled to pay
25538	2008.08.12	1278347	579938		N2K0000J	396.00			6/5/09 to Arali Lopez
25538	2008.08.13	1278504	580045		N2K0000H	291.60			6/5/09 to Arali Lopez
25538		1377792				570.00		71377792	9/2/08 reject deduction
25538						18,806.98		70023395	10/2/08 reject deduction for RMA 23395
25538	2008.11.07	1288871	590478		N2M0002C	1,960.00			3/3/09 to Crystal Fowler
25538		1286253				(72.58)		61286253	overpaid by 156pc
25538		1286254				137.09		61286254	short by 156pc
25538						1,860.53		70023627	12/1/08 reject deduction for RMA 23627
25538		1285041				348.85		71285041	12/1/08 reject deduction
25538	2009.01.09	1294386	596003		N2K0000L	2,376.00			6/5/09 Arali Lopez - will be paid on receipt 143112
25538		1297430				(2,296.00)		61097430	4/2/09 quantity discrepancy to Kerrie Szymanski
25538		1297430				280.00		61297430	4/2/09 quantity discrepancy to Kerrie Szymanski
25538	2009.05.28	1307341	609047		N2M0000N	108.86			not on e-dacor or contract list
25538	2009.05.28	1307345	609051		N2M00013	205.63			not on e-dacor or contract list
25538	2009.05.28	1307346	609052		N2M0002C	672.00			not on e-dacor or contract list
21896	GMPT Baltimore					138,100.78			
16524	G M P T Tooling								
16586	G M Disbursements (Burton MI)								
21476	GM Canada					Shipment to Mexico			
25538	GM Powertrain								

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

General Motors Corporation,

Debtor.

Chapter 11
Case No. 09-50026-reg
Hon. Robert E. Gerber

CERTIFICATE OF SERVICE

I, Callie Sanford, declare, under penalty of perjury, that on June 19, 2009, I filed an
**Objection of Quadion Corp. to the Debtors' Sale Motion [Docket No. 92] with Respect to
the Proposed Assumption and Assignment of Certain Executory Contracts and Cure
Amounts Related Thereto** with the Clerk of Bankruptcy Court through ECF, and that ECF will
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Dated: June 19, 2009

/e/ Callie M. Sanford
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